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Approved For Release 2001/08/26 : CIA-RDP33-02415A00050007001 [REDACTED] 2322-63

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8 Mar. 1963

NRO DECLASSIFICATION/RELEASE INSTRUCTIONS ON FILE

MEMORANDUM FOR: Director, Office of Organizational
& Management Planning
Department of Defense

SUBJECT : Charter Agreement between Secretary of
Defense and Director of Central Intelligence
on Management of the National Reconnaissance
Program [REDACTED]-6647-63)

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I. General

It is the opinion of the Central Intelligence Agency that the proposed agreement is generally a logical and workable charter for the management of the National Reconnaissance Program. It establishes a workable concept of what the National Reconnaissance Program and National Reconnaissance Office will do but does not specify how it will be done.

II. Specific recommendations for changes in the final form of this agreement are as follows:

A. Paragraph H. B. Change to read: "A Deputy Director appointed from among the officers and employees of the Central Intelligence Agency by the Director of Central Intelligence with the concurrence of the Secretary of Defense. The Deputy Director shall be in the chain of command between the Director NRO and the NRO staff and Program Directors and shall act for and exercise the powers of the Director NRO during his absence or disability. The Deputy Director NRO shall at all times be kept fully and currently informed as to all activities of the NRO. In addition, under the direction of the Director NRO, he shall be directly responsible for:

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"1. Supervising relations between the NRO and the United States Intelligence Board and its subcommittees, and the intelligence exploitation community.

"2. Supervising all NRP tasks assigned by the Director NRO to the Central Intelligence Agency.

"3. Performing such other duties as may be assigned by the Director NRO."

COMMENT: There is no reason why the Deputy Director should not be directly in the chain of command within the NRO organization. Paragraph II. B. 2 should be eliminated since it is ambiguous and is, in effect, covered under paragraph II. B. 3. Paragraph II. B. 3 should, therefore, be changed to paragraph II. B. 2 and the word "managing" eliminated since actual management within the Agency may be delegated to individuals other than the Deputy Director NRO.

B. Paragraph III. A. Change to read: "... of all projects for collection of intelligence and mapping and geodetic information through overflights over denied territory by collection systems but exclusive of normal DOD peripheral operations..."

COMMENT: The attempt to define or limit collection systems to aircraft, drones and satellites and intelligence to imagery and SIGINT is too detailed and confining for a paper of this type. Other collection systems, for example, balloons, might be utilized, and there are other intelligence areas besides imagery and SIGINT; for example, nuclear.

C. Paragraph III. B. Change to read: "Responding directly and solely to the intelligence collection requirements and priorities established by the United States Intelligence Board."

COMMENT: There could be other intelligence collection requirements other than imagery and electronic; for example, nuclear.

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D. Paragraph III. K. Delete the last sentence of this paragraph.

COMMENT: This is a detail which would be more properly included in a budget and funding procedure to be written after the approval of this charter agreement.

E. Paragraph III. L. Add the following sentence to this paragraph.

"Funds expended or obligated under the authority of the Director of Central Intelligence under Public Law 110 will be administered and accounted for by CIA."

COMMENT: As very substantial expenditures will be certified by the Director as expended for confidential purposes under the authority of Public Law 110, it is important to insure that, as regards these expenditures, the accounting procedures established by the Agency to preserve security, etc., are observed.

F. Paragraph IV. C. Change to read: "Assign all programs, projects and functional tasks to appropriate elements of the Department of Defense and the Central Intelligence Agency as necessary for the efficient management of the National Reconnaissance Program. The assignment of major programs will be as agreed upon by the Director NRO and the Deputy Director NRO. In case of disagreement on the assignment of major programs, the disagreement will be referred to the Secretary of Defense and the Director of Central Intelligence for resolution."

COMMENT: There is no such thing in management as "project tasks." Responsibilities are divided by either programs or projects, or by functional areas, or a combination of both. As written, this paragraph implies that the division of responsibilities between the Department of Defense and the Central Intelligence Agency will be made on a functional basis and not a program or project basis. Furthermore, in a strict interpretation, this paragraph, as written, could give the Director NRO absolute power to transfer major programs without further consent of either the Department of Defense or the Central Intelligence Agency.

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G. Paragraph VI. Paragraph VI, as written, should become paragraph VII. Paragraph VI should be as follows:

"VI. The implementation of this agreement will be by the establishment of appropriate directives and procedures as determined by the Director NRO and the Deputy Director NRO. In the event of disagreement as to the mechanics of implementing this charter, the area of disagreement will be referred to the Secretary of Defense and the Director of Central Intelligence for decision."

COMMENT: This agreement does not and should not attempt to resolve many of the disagreements between the Department of Defense and the Central Intelligence Agency which have come up in the past. Such disagreements have been over how the National Reconnaissance Program would be implemented. A paragraph such as recommended above provides both parties with some recourse in the event these problems cannot be resolved within the NRO management levels established by this agreement. In addition, a charter agreement of this type should provide general guidance on the mechanics of its implementation.

Lyman B. Kirkpatrick
Executive Director

Signature recommended:

[Redacted Signature]

AD/OSA

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